UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA

LIGTEL COMMUNICATIONS, INC.,

Plaintiff,

v.

BAICELLS TECHNOLOGIES INC.; BAICELLS TECHNOLOGIES NORTH AMERICA INC.,

Defendants.

Case No. 1:20-cv-00037

DECLARATION OF JOSH WENTWORTH

I, Josh Wentworth, declare the following:

1. I am the Network Operations Supervisor for LigTel Communications, Inc. LigTel, founded as the Ligonier Telephone Company in 1896, is a family-owned company that proudly provides broadband internet, television, and wireless telephone service in seven counties in northeastern Indiana. In my role, I design, implement, and maintain LigTel's network infrastructure. I have been employed at LigTel for over fourteen years.

2. As part of its commitment to investing in cutting-edge infrastructure for its wireless service customers, in 2012 LigTel upgraded to an LTE network.

3. I was the primary employee at LigTel responsible for deploying that LTE network using a new LTE core which was manufactured by Huawei. LigTel was Huawei's first commercial deployment of an LTE core in North America.

4. A network core is the central component of the network that allows subscribers to connect to the Internet. The core coordinates the broadcasting signal, contains information about LigTel's subscribers, and authenticates those subscribers using IMSIs and HNI codes so they can connect to the Internet.

5. HNI codes serve many functions. Most importantly, they identify the network to which a subscriber belongs. That allows other providers to identify the source of an interfering signal, to manage customers roaming on another provider's network and to determine what (if any) roaming charges are required.

6. HNI codes also allow law enforcement officials to identify a suspect or target's cellular service provider, so law enforcement knows which company to serve with legally authorized process for a search, seizure, or surveillance when necessary.

7. I worked closely with Huawei employees on the design, build, configuration, and maintenance of the LTE core. On LigTel's behalf, I provided Huawei with the confidential and sensitive information about our network needed to configure the core. Huawei agreed to a non-disclosure agreement, as is typical for such core installations. LigTel viewed the NDA as critical to ensure that our confidential and proprietary trade secrets remained protected. Those trade secrets are immensely valuable to our business.

8. The trade secrets that LigTel provided Huawei included radio frequency configurations, IP infrastructure (both physical and logical), network engineering and architecture, the technologies LigTel employed to connect its networks, and LigTel's encryption code, which encrypts communications between our subscribers and our network. Someone with possession of this information would be able to decrypt communications between LigTel's subscribers and LigTel's network, access customer traffic with LigTel's network, and would allow a non-customer to spoof a connection and masquerade as a customer to gain unauthorized access to LigTel's network.

9. I worked directly with Ronald Mao, who worked at Huawei, on technical projects related to LigTel's LTE core. In particular, Mao had been one of the Huawei employees who worked on maintaining and expanding LigTel's equipment after the initial installation. Mao had access to all of the confidential trade secrets that LigTel shared with Huawei.

10. BaiCells is an equipment vendor that provides LTE service equipment and LTE core solutions to providers that are in the same business as LigTel. LigTel and BaiCells have never done business together. Before June 2019, in my experience the two companies had never had any contact with each other or otherwise had any dealings whatsoever.

11. In June 2019, I was contracted by an employee of a wireless service provider in Colorado. That Colorado provider told me that they were encountering network interference caused by our signal generated from Nebraska. LigTel does not provide services in Nebraska. I understood from the Colorado provider that it had identified the signal causing the interference as LigTel's because LigTel's HNI code, 311980, was associated with the signal. After investigation and conversations with the Colorado provider, I understood that the interference was coming from a provider in Nebraska that was using equipment from BaiCells.

12. I investigated further, and determined that the Nebraska provider purchased hosted core services from BaiCells and that BaiCells was instructing customers on its website to configure their equipment using the five-digit HNI code 31198. BaiCells's equipment and providers interpreted that code to include a zero as the sixth digit, making it LigTel's HNI code (311980). According to my research, BaiCells's public website and other communications directed to industry, customers, and potential customers—including online updates, technical documents, and other materials—contained instructions for effectively using LigTel's HNI code. At that time, LigTel had not authorized the Nebraska provider or BaiCells to use LigTel's HNI code.

13. I participated in a meeting with BaiCells on July 29 at the LigTel offices in Ligonier, Indiana.

14. Ronald Mao, who I previously worked with on LigTel's LTE core when he worked at Huawei, participated in the meeting.

15. After the meeting, Randy Mead, LigTel's CEO and General Manager, told me that Bo Wei, North American President of BaiCells, had privately offered to have Ronald Mao "get into" and reprogram our Huawei core himself. I took that statement as a threat to misappropriate LigTel's trade secrets and as indicating that our network was at risk.

16. Since that meeting, BaiCells has not agreed to return LigTel's trade secrets, to not use those secrets, or to not threaten to use those secrets.

17. BaiCells now has its own HNI code, 314030. But BaiCells has not actually migrated its customers to that code or stopped using LigTel's code. Instead, BaiCells has continued to publish LigTel's HNI code on BaiCells's website, and continued to instruct new customers to use LigTel's HNI code. Thus, the number of BaiCells customers using LigTel's HNI code without authorization continues to increase.

18. Because BaiCells has its own HNI code, it can immediately reprogram its equipment and migrate customer networks to use that code without interrupting its business.

19. Interference that appears to generate from LigTel's network makes LigTel appear to be unable or unwilling to operate its equipment correctly, and makes other providers believe that LigTel operates its network without complying with international and industry-imposed telecommunications rules. This puts LigTel in a difficult position for negotiating cross-border and roaming agreements, which it is required to do. If other carriers believe that LigTel is not properly operating its network, LigTel's ability to secure favorable agreements for its customers will suffer.

20. If LigTel's customers learned that BaiCells was using LigTel's HNI number or encryption code, it would cause customers to lose confidence in LigTel, because customers would wonder whether their own information had been compromised and whether LigTel's network remained secure.

21. LigTel is unaware of the full scope of BaiCells's use of LigTel's HNI code—LigTel cannot determine how many subscribers in how many jurisdictions appear to be LigTel subscribers based on their HNI code but are not actually LigTel subscribers.

22. I do not believe that BaiCells has any good faith intention to stop using LigTel's HNI code or to stop possessing or using LigTel's trade secrets.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 20, 2020

Josh Wentworth